

# **Exhibit A**

**CASE SUMMARY****CASE NO. 15-07100-16**

Angela Bartel  
VS  
United Home Life Insurance Company

§  
§  
§  
§

Location: **16th Judicial District Court**  
Judicial Officer: **Shipman, Sherry**  
Filed on: **08/17/2015**

**CASE INFORMATION**Case Type: **Insurance**

Case  
Status: **08/17/2015 Active**

**DATE****CASE ASSIGNMENT****Current Case Assignment**


Case Number 15-07100-16  
Court 16th Judicial District Court  
Date Assigned 08/17/2015  
Judicial Officer Shipman, Sherry

**PARTY INFORMATION****Plaintiff****Bartel, Angela**

*Lead Attorneys*  
**Humphreys, Mark Steven**  
*Retained*  
972-237-1690(F)  
972-263-3722(W)


**Defendant****United Home Life Insurance Company****DATE****EVENTS & ORDERS OF THE COURT**

08/17/2015


 Plaintiff's Original Petition  
(with Disclosure Request)

08/18/2015

**Citation**

 United Home Life Insurance Company  
Unserved  
eserved in envelope #6534849

08/19/2015

 Record/Copy Request

**DATE****FINANCIAL INFORMATION****Plaintiff** Bartel, Angela

Total Charges

280.00

Total Payments and Credits

280.00

**Balance Due as of 9/10/2015****0.00**

08/18/2015

Charge

Plaintiff Bartel, Angela

280.00

08/18/2015

TexFile Payment Receipt # 2015-22025

Plaintiff Bartel, Angela

(280.00)



**CERTIFIED A TRUE AND CORRECT COPY  
OF THE RECORD ON FILE IN MY OFFICE**

**SHERRI ADELSTEIN****DENTON COUNTY CLERK**

9/10/15  
Date

By: 

Deputy Clerk

## *Judicial Docket Entries*

*Cause No. 15-07100-16*

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CERTIFIED A TRUE AND CORRECT COPY  
OF THE RECORD ON FILE IN MY OFFICE

**SHERRI ADELSTEIN**  
DENTON COUNTY CLERK

9/10/15  
Date

By:

*[Signature]*  
Deputy Clerk



**Service of Process  
Transmittal**

08/20/2015

CT Log Number 527675603

**TO:** Terry Pounds  
United Home Life Insurance Company  
225 S. East Street  
Indianapolis, IN 46202-4058

**RE: Process Served in Texas**

**FOR:** United Home Life Insurance Company (Domestic State: IN)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Angela Barte, Pltf. vs. United Home Life Insurance Company, Dft.

**DOCUMENT(S) SERVED:** Citation, Original Petition

**COURT/AGENCY:** In the Judicial District Court of Denton, TX  
Case # 150710016

**NATURE OF ACTION:** Insurance Litigation - Claim for policy benefits

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Dallas, TX

**DATE AND HOUR OF SERVICE:** By Certified Mail on 08/20/2015 postmarked on 08/18/2015

**JURISDICTION SERVED :** Texas

**APPEARANCE OR ANSWER DUE:** By 10:00 a.m. on the Monday next following the expiration of 20 days after service

**ATTORNEY(S) / SENDER(S):** Mark S. Humphreys  
Mark S. Humphreys, P.C.  
702 Dalworth Street  
Grand Prairie, TX 75050  
972-263-3722

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex 2 Day , 781189948466  
Email Notification, Terry Pounds Terry.Pounds@infarmbureau.com  
Email Notification, Sheryl Hinshaw sheryl.hinshaw@infarmbureau.com

**SIGNED:** C T Corporation System

**ADDRESS:** 1999 Bryan Street  
Suite 900  
Dallas, TX 75201

**TELEPHONE:** 214-932-3601

**CITATION –TRC 99 and 106**

THE STATE OF TEXAS

COUNTY OF DENTON

CAUSE NO. 15-07100-16

TO: United Home Life Insurance Company, by serving C.T. Corporation System, 1999 Bryan Street #900, Dallas, Texas 75201-3136; (or wherever he/she may be found)

Notice to defendant: You have been sued. You may employ an attorney. If you, or your attorney, do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the first Monday following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Court:	16th Judicial District Court 1450 E. McKinney, 3rd Floor, Denton, TX 76209
Cause No.:	15-07100-16
Date of Filing:	August 17, 2015
Document:	Plaintiffs Original Petition (with Disclosure Request)
Parties in Suit:	Angela Bartel; United Home Life Insurance Company
Clerk:	Sherri Adelstein, District Clerk 1450 E. McKinney, Suite 1200, Denton, TX 76209
Party or Party's Attorney:	Mark S. Humphreys 702 Dalworth Street, Grand Prairie, Texas 75050

Issued under my hand and seal of this said court on this the 18th day of August, 2015.

Sherri Adelstein, District Clerk  
Denton County, Texas

BY:

  
JoAnna Price



Deputy

**Service Return**

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ m., and executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ M by delivering to the within named \_\_\_\_\_ in person a true copy of this citation, with attached copy(ies) of the Plaintiff's Original Petition (with Disclosure Request), at \_\_\_\_\_.

Service Fee: \$ \_\_\_\_\_

\_\_\_\_\_, Sheriff/Constable

\_\_\_\_\_, County, Texas

Service ID No. \_\_\_\_\_

\_\_\_\_\_, Deputy/Authorized Person

**VERIFICATION**

On this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed on the foregoing instrument and who has stated: upon penalty of perjury, I attest that the foregoing instrument has been executed by me in this cause pursuant to the Texas Rules of Civil Procedure. I am over the age of eighteen years and I am not a party to or interested in the outcome of this suit, and have been authorized by the Denton County Courts to serve process.

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, Notary Public

FILED: 8/17/2015 1:10:02 PM  
SHERRI ADELSTEIN  
Denton County District Clerk  
By: Joanna Price, Deputy

Cause No. 15-07100-16

Angela Bartel	§	In the _____ Judicial
	§	
V.	§	District Court of
	§	
United Home Life Insurance Company	§	Denton County, Texas

**PLAINTIFF'S ORIGINAL PETITION  
(with Disclosure Request)**

**TO THE HONORABLE JUDGE OF SAID COURT:**

NOW COMES **Angela Bartel** (DL566/SS703), hereinafter called Plaintiff, complaining of and about **United Home Life Insurance Company**, hereinafter called Defendant, and for cause of action shows unto the Court the following:

1. **SERVICE**

Defendant **United Home Life Insurance Company** is an insurance company, doing business in the State of Texas. Said Defendant can be served through its attorney for service: C.T. Corporation System, 1999 Bryan Street #900, Dallas, Texas 75201-3136.

2. **JURISDICTION**

The subject matter in controversy is within the jurisdictional limits of this court in that Plaintiff seeks recovery of over \$200,000.00 but less than 1 million.

3. **VENUE**

Pursuant to Texas Civil Practice & Remedies Code, §15.032, venue in Denton County is proper in this cause in that it is where the beneficiary resided.

4. **AGENCY AND VICARIOUS LIABILITY.**

Whenever in this Petition it is alleged that Defendant did any act or thing or omission, it is meant that Defendant, its officers, agents, employees, or representatives did such act or thing or omission and that at the time such act or thing was done, it was done with the full authorization or ratification of Defendant or was done in the normal and routine course and scope of employment of Defendant, its officers, agents, employees, or representatives.

5. WRITTEN NOTICE GIVEN.

- A. Plaintiff has fully complied with all of the conditions precedent prior to bringing this suit.
- B. Notice letter was signed for on June 15, 2015, and this lawsuit is being filed after the expiration of 60 days.

6. FACTS

- A. On November 24, 2014, Kimberly L. Todd had life insurance policy number U330391 with Defendant and that policy was in full force and effect.
- B. On that date, Kimberly died.
- C. Plaintiff Angela Bartel is the named beneficiary under the life insurance policy and is the sister of Kimberly.
- D. Kimberly purchased the insurance policy from Defendant through Defendant's agent, Ben Seifipour, on June 24, 2014.
- E. Ben Seifipour filled out the life insurance application for Kimberly.
- F. Defendant was provided with a list of Kimberly's medications as part of the application process.
- G. Plaintiff made a claim for benefits on November 26, 2014.
- H. Plaintiff provided Defendant with all the information Defendant had requested from her on December 15, 2014, at an address provided by Defendant.
- I. The information was returned in the mail and re-mailed to a different address on December 30, 2014.
- J. Defendant notified Plaintiff in a letter dated January 5, 2015, that Defendant was conducting an investigation to contest the death claim.
- K. On January 20, 2015, Plaintiff was contacted requesting further cooperation, which was provided on the same date.
- L. Between January 20, 2015, and May 29, there were numerous contacts between Plaintiff and Defendant.
- M. On May 29, 2015, Defendant denied Plaintiff's claim for benefits stating there was "material misrepresentation of the policy."

**7. VIOLATIONS OF THE TEXAS INSURANCE CODE**

A. It appears that Defendant intentionally or in a negligent manner handled Plaintiff's claim. Plaintiff incorporates herein all the facts as set forth above. Defendant's conduct in this matter appears to be in violation of numerous laws, including but not limited to Texas Insurance Code (TIC), as follows:

1. TIC, §541.060(a)(1): Defendant has violated this section by misrepresenting to a claimant a material fact provision relating to coverage at issue by telling Plaintiff that Kimberly misrepresented her health conditions to Defendant when in fact Kimberly fully disclosed such information.
2. TIC, §541.060(a)(2)(A): Defendant has violated this section by failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which Defendant's liability has become reasonably clear in that Defendant had notice of Kimberly's medical conditions, yet are refusing to pay Plaintiff's claim for benefits based on Defendant's saying Defendant did not know of the medical conditions.
3. TIC, §541.060(a)(3): Defendant has violated this section by failing to promptly provide a policyholder a reasonable explanation of the basis in the policy, in relation to the facts or applicable law, for Defendant's denial of a claim in that Defendant's reason is not justified in light of Defendant's knowledge of Plaintiff's medical condition.
4. TIC, §541.060(a)(4)(A): Defendant has violated this section by failing to affirm or deny coverage of a claim to a policyholder in a reasonable amount of time in that Defendant were delaying Defendant's payment of a claim to investigate matters Defendant already possessed knowledge about.
5. TIC, §541.060(a)(7): Defendant has violated this section by refusing to pay a claim without conducting a reasonable investigation with respect to the claim in that a proper investigation would immediately show Defendant already possessed the information Defendant were spending additional time investigating.
6. TIC, §541.061(1): Defendant has violated this section by making an untrue statement of material fact, i.e., that Kimberly misrepresented her medical condition to Defendant when in fact she had not.
7. TIC, §542.003(b)(1): Defendant has violated this section by knowingly misrepresenting to a claimant pertinent facts relating to coverage at issue in that Kimberly provided Defendant medical information Defendant requested at the time of her application and Defendant is denying Plaintiff's claim for benefits and stating misrepresentations were made.
8. TIC, §542.051 - 542.06: Defendant has violated these sections by not promptly paying Plaintiff's claim for benefits in that Defendant had all the information Defendant reasonably needed to pay the claim on or about January 20, 2015, and should have paid the claim not later than the 20th business day or February 17, 2015.

**8. BREACH OF CONTRACT**

It appears that Defendant intentionally or in a negligent manner handled Plaintiff's claim. Plaintiff incorporates herein all the facts as set forth above. Defendant's conduct in this matter appears to be in Breach of Contract, as follows:

- a. There is a valid, enforceable contract of insurance between Defendant and Plaintiff.



- b. Plaintiff is a proper party to sue for breach of the insurance contract.
- c. Plaintiff has performed under the insurance contract.
- d. Defendant has breached the life insurance contract.
- e. Defendant's breach of the life insurance contract has caused harm to Plaintiff.

9. **PROMPT PAYMENT OF CLAIMS ACT**

- A. Defendant had all the information needed to pay Plaintiff's claim on or before January 20, 2015. As a result, this claim should have been accepted and paid by February 17, 2015.
- B. Defendant is liable as penalty at an interest of 18% a year on the policy benefits of plus attorneys' fees.

10. **EXEMPLARY DAMAGES**

Defendant committed additional violations of TIC, including but not limited to:

- a) TIC §541.152(a)(1) The Defendant knowingly committed the acts complained of and incorporates herein all allegations set forth in this petition / complaint.
- b) TIC §541.152(b): It appears Defendant's conduct as alleged above was committed knowingly in that Defendant had actual awareness of the falsity, unfairness, or deceptiveness of the acts complained of above.
- c) TIC §541.152: Plaintiff seeks a doubling of actual damages for exemplary damages.

11. **DAMAGES.**

Plaintiff sustained the following economic and actual damages as a result of the actions and/or omissions of Defendant described herein:

- a. \$143,000.00 - actual contract damages
- b. \$286,000.00 - double damages due to the intentional nature of Defendant's conduct in this matter
- c. \$50,000.00 - mental anguish damages
- d. reasonable and necessary attorney fees incurred resulting from Defendant's denial of benefits
- e. \$? - late payment penalty @ 18%, from February 17, 2015, until paid.

12. **DISCOVERY – REQUEST FOR DISCLOSURE TO DEFENDANT:**

A. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Defendant **United Home Life Insurance Company** is requested to disclose, within fifty (50) days of service of this request, the information or material as set forth in R.194.2(a) through R.194.2(l). A response to a request under Rule 194.2(f) is due according to Rule 195.2 of the Texas Rules of Civil Procedure.

B. The disclosures must be signed in accordance with Texas Rules of Civil Procedure, Rule 191.3, and delivered to the undersigned attorney. If a Defendant fails to comply with the requirements above, the Court may order sanctions against such Defendant in accordance with the Texas Rules of Civil Procedure.

13. **USE OF DOCUMENTS:**

Pursuant to Rule §193.7 of the Texas Rules of Civil Procedure, Plaintiff hereby gives notice to the Defendant that she intends to use all documents exchanged and produced between the parties (including, but not limited to, correspondence, pleadings, records, and discovery responses) during the trial of this matter.

14. **ATTORNEY'S FEES.**

Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by: (a) §541.152(a)(1), of the Texas Insurance Code; (b) Chapter 38 of the Texas Civil Practice and Remedies Code; and, (c) common law.

15. **PRE-JUDGMENT INTEREST.**

As a result of the injuries sustained by Plaintiff as aforesaid and in addition to such damages, Plaintiff will show that he is entitled to pre-judgment interest on each separate element of damages as awarded by the jury during the trial of this case, from and after the date of accrual of such damages, through the date of judgment, such interest to accrue at the highest prevailing rate then applicable on the date of judgment.

16. **POST JUDGMENT INTEREST.**

As a result of the injuries sustained by Plaintiff and in addition to such damages, Plaintiff will show that he is entitled to post-judgment interest on damages awarded by the jury during the trial of this case, from and after the date of judgment, such interest to accrue at the highest prevailing rate then applicable until paid in full.

**17. COSTS OF SUIT.**

A. In addition, Plaintiff seeks all related costs of suit in this cause of action through the trial, post-trial, appeal, and/or post-judgment discovery, etc. of this matter.

B. Wherefore, Plaintiff seeks reimbursement of court costs incurred in the trial of this case and thereafter.

**18. REQUEST FOR JURY TRIAL.**

Plaintiff respectfully requests that a Jury be impaneled on final hearing of this cause of action.

**19. PRAYER.**

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for and such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

SIGNED on August 17, 2015.

Respectfully submitted,

/s/ Mark S. Humphreys

BY: Mark S. Humphreys - SBOT #00789762

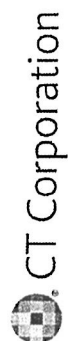
MARK S. HUMPHREYS, P.C.

702 Dalworth Street, Grand Prairie, Texas 75050

Tel. (972) 263-3722 \* Fax. (972) 237-1690

Email: [texaslaw94@yahoo.com](mailto:texaslaw94@yahoo.com)

**Attorney For Plaintiff**

**CT Packing Slip**

**FedEx Tracking # :** 781189948466  
**Created By :** Dilipkumar Sengunthar  
**Created On :** 08/20/2015 02:39 PM  
**Recipient :**

<b>Terry Pounds</b>	
Title :	--
Customer :	United Home Life Insurance Company
Address :	225 S. East Street
Email :	Terry.Pounds@infarmbureau.com
Phone :	317-692-7517
Fax :	317-692-7955

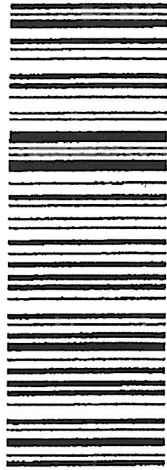
**Package Type :** Envelope  
**Items shipped :** 1

Log #	Case #	Entity Name
527675603	150710016	United Home Life Insurance Company

Received  
AUG 24 2015  
Exec. Law Dept

CEJA LAW OFFICE  
702 Dalworth Street  
Grand Prairie TX 75050

**CERTIFIED MAIL**



7000 1670 0007 3479 9668



United Home Life Insurance Company  
B/S C.T. Corporation System  
1999 Bryan Street # 900  
Dallas, Texas 75201-3136

752013136 0005